liability to convey him to the surface any sooner. The court pointed out that defendant's elevator was no doubt busy hauling coal, other men, etc., and hence defendant could not be required to perform a service outside of its contract. The conclusion reached by the court here appears to be sound. In *Robertson* v. *Ferry Co.*, 79 L. J. P. C. 84, it was held that the plaintiff who had entered a gate to a ferry dock intending to be transported on a ferry had no right to demand that he be let back through the same gate, and hence it was not false imprisonment for the ferry company to refuse to let him through the gate. Plaintiff had contracted to be carried on defendant's ferry and not to be let back through the entering-gate of defendant's dock. A somewhat similar situation occurred in *Talcott* v. *Nat'l Exhibition Company*, 144 App. Div. (N. Y.) 337. Here the plaintiff had gone into the enclosure of a ball-park to purchase a ticket. Crowds of people were coming into the park through entrances and plaintiff was not allowed to go out by these entrances. An hour later he was conducted out of the field through an entrance leading into the club-house. Keeping the plaintiff in the ball-park for an hour was held to be false imprisonment. This case, however, is clearly distinguishable from the principal case, since in the principal case the only possible means of exit was one which was being used, while in the *Talcott* case it is not shown that the entrance through the club-house was being used at all. The principal case is supported by *Spoor* v. *Spooner*, 12 Met. (Mass.) 281.

HUSBAND AND WIFE—STATUTORY RIGHT AND INTEREST OF WIFE BY DESCENT WHILE HUSBAND IS ALIVE.—Defendant husband by fraudulent representations persuaded plaintiff, his wife, to sign a deed whereby her rights by descent in certain of his lands were released. The statutes of Maine (Laws of 1895, c. 157, § 2, R. S. c. 77 § 8) provide that in lieu of dower the husband's real estate shall descend to his wife upon his death, the quantity she takes being contingent upon the existence of issue or kin. *Held* that a bill in equity by the wife against her husband seeking to impress a trust *ex maleficio* upon a portion of the money in his hands derived from the sale of the land was properly sustained on demurrer. *Whiting* v. *Whiting*, (Me. 1916) 96 Atl. 500.

There are few cases wherein the rights of the wife under such statutes are determined, but inasmuch as the rights given the wife are in lieu of and analogous to dower, it is clear that the principles governing dower are applicable. There is great contrariety of judicial opinion as to the exact status of inchoate dower. Some of the courts have taken the view that inchoate dower is a mere possibility of acquiring an estate; that it can be taken away by the legislature while inchoate. *Moore* v. *City of New York*, 8 N. Y. 110. The court held in the case of *In Re Mary Ann Alexander*, 52 N. J. Eq. 96, that the legislature could not deprive an insane woman of inchoate dower. And it has been held in many cases that a husband can defeat his wife's dower by dedication or appropriation to public use. *Gwynne* v. *City of Cincinnati*, 3 Oh. St. 24, 17 Am. Dec. 576; *Duncan* v. *City of Terre Haute*, 85 Ind. 104; *Orrick* v. *City of Fort Worth*, (Tex. Civ. App.) 32 S. W. 443; *Venable* v. *Wabash Western R. Co.*, 112 Mo. 103, 20 S. W. 493, 18 L. R. A. 68; *Baker* v. *Atchison, etc., R. Co.*, 122 Mo. 396, 30 S. W. 301; *Randall* v. *Texas Cent. R.*

Co., 63 Tex. 586. "According to the better view, when proceedings are instituted to condemn real estate for public use, and an award of damages is made, the inchoate right of dower of the owner's wife will be protected, and her interest in the award will be preserved to her." 14 CYC. 927; *Matter of New York, etc., Bridge*, 75 Hun. (N. Y.) 558, 27 N. Y. Supp. 597; *Wheeler* v. *Kirtland*, 27 N. J. Eq. 534. Following the general rule that anyone who has an interest in mortgaged land that may be cut off by foreclosure may redeem "A widow or a married woman who has joined in release of dower may redeem, as she is entitled to dower as against every person except the mortgagee and those claiming under him." JONES, MORTGAGES, (7th Ed.), § 1067. In the case of *Brown* v. *Brown*, 94 S. C. 492, the commission of waste by a vendee of the husband the wife not joining in the conveyance, was enjoined at the suit of the wife to protect her inchoate dower. In *Rumsey S. Sullivan*, 150 N. Y. Supp. 287, the court refused to enjoin a vendee of the husband from drilling for oil on land in which the wife had not released her dower interest. But in the main, recognizing the old principle that dower is a favorite of the law, CO. LITT. 1246, the tendency of the modern cases is in support of the principal case.

INSURANCE—DUTY OF INSURED TO DISCLOSE AFTER APPLICATION FILED.—Insured applied to defendant company for a life insurance policy and agreed that answers to its medical examiner, by whom he was examined, should be the basis of and consideration for the contract. Three days later he was examined by the examiner of another company and found to be suffering from Bright's disease. He made arrangements for treatment, but did not disclose his condition to defendant company, whose local agent, about a month later, delivered his policy to him, just before receiving a telegram ordering that the policy be not delivered, as the insurer had learned of the results of the second examination through the second physician. Insured died five months after receiving the policy. The company appeals from verdict in favor of beneficiary. *Held*, that although being told after applying for insurance that he was suffering from Bright's disease he was not bound to inform the insurer unless he believed the information to be true. But the facts show a later microscopic examination and treatment and this amounts to intentional concealment of a material fact, and avoids the policy. *United States Annuity & Life Ins. Co.* v. *Peak*, (Ark. 1916) 182 S. W. 565.

The authorities, almost without exception, hold to the doctrine that an applicant for insurance must use due and reasonable diligence to disclose all facts affecting the risk which arise after the application has been made and before the contract is consummated by delivery. *M'Lanahan* v. *Universal Ins. Co.*, 1 Pet. 170; *Piedmont & A. L. Ins. Co.* v. *Ewing*, 92 U. S. 377; *Equitable Life Assur. Soc.* v. *McElroy*, 83 Fed. 631; *Whitley* v. *Piedmont A. & L. Ins. Co.*, 71 N. C. 480; *Thompson* v. *Travellers' Ins. Co.*, 13 N. D. 444; *Blumer* v. *Phoenix Ins. Co.*, 45 Wis. 622; *Harris* v. *Security Mut. Life Ins. Co.*, 130 Tenn. 325. The basis for the rule is stated in the *M'Lanahan* case in that a life insurance contract is a contract uberrimae fidei, and the duty to disclose arises immediately after the learning of the change in the status of the risk,